

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

IN RE:)	CHAPTER 7
)	
LEGACY DEVELOPMENT SC)	
GROUP, LLC,)	Case No. 12-06435-dd
)	
Debtor.)	
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)	
Michelle L. Vieira, Chapter 7 Trustee for)	
Legacy Development SC Group, LLC)	
)	
)	Adv. Pro. No. 14-80083-dd
Plaintiff,)	
)	
vs.)	
)	
LEJ, LLC and Elaine King,)	
)	
Defendants.)	
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CONSENT ORDER APPROVING SETTLEMENT AND COMPROMISE

This matter is before the Court upon the Application for Settlement and Compromise (the “Notice of Settlement”) of Michelle L. Vieira, Chapter 7 Trustee (“Trustee”) for Legacy Development SC Group, LLC (the “Debtor”), with the consent of Defendants LEJ, LLC (“LEJ”) and Elaine King (“King”) (together, the “King Parties”), seeking entry of an order pursuant to 11 U.S.C. §§ 105(a) and Bankruptcy Rule 9019 approving the settlement and compromise of all causes of action in the above-captioned Adversary Proceeding.

It appearing that the Notice of Settlement was properly served on all interested parties, and that no objection has been filed,

IT IS ORDERED that the settlement of the parties is approved in its entirety upon the terms set forth in the Settlement Agreement attached as Exhibit A to the Notice of Settlement, summarized as follows:

1. The King Parties will pay the lump sum of \$75,000.00 to the Trustee, according to the payment schedule set forth in the Settlement Agreement;

2. All payments shall be made by certified check or by wire transfer to the Trustee's counsel, Barton Law Firm, P.A.
3. The King Parties will execute a confession of judgment as set forth in the Settlement Agreement, to be held by the Trustee. In the event of a default in any of the payment terms, the Trustee may record the judgment in any jurisdiction in her sole discretion.
4. The Adversary Proceeding will be dismissed with prejudice.

The Parties are authorized, empowered and directed to take any and all actions and execute any and all documents that are reasonably necessary or appropriate to implement and effectuate the terms of the Settlement.

IT IS FURTHER ORDERED that the Court retains jurisdiction to interpret, enforce and implement the Settlement, including, but not limited to, retaining jurisdiction to resolve any disputes, controversy or claims arising under or related to the Settlement, and interpret, implement and enforce the provisions of this Order.

All Causes of Action in the Adversary Proceeding are hereby dismissed with prejudice.

By their consent hereto, the Parties expressly consent to this Court's jurisdiction to enter and enforce this Order.

IT IS SO ORDERED.

FILED BY THE COURT
11/24/2014



David R. Duncan
Chief US Bankruptcy Judge
District of South Carolina

Entered: 11/25/2014

WE CONSENT:

/s/Barbara George Barton, ID # 1221
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